

Terrebonne Parish Recording Page

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DEAN, JACQUELINE MILES

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DEAN SERVICES WEST L L C

Index Type : Conveyances

File # : 1412365

Type of Document : Exchange

Book : 2307

Page : 206

Recording Pages : 15

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
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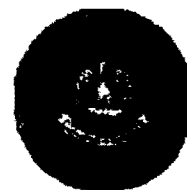
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UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TERREBONNE

Act of Exchange
by and between
**Lynn Dean, husband of and
Jacqueline Miles Dean**
and
Dean Services West, L.L.C.

BE IT KNOWN that on the 29th day of October, 2012, before me, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared

Lynn Dean husband of and **Jacqueline Miles Dean**, both persons of the full age of majority, domiciled in the Parish of Terrebonne, State of Louisiana, who, under oath, declared unto me, Notary, that they have been married but once and then to each other and that they are presently living and residing together at 310B Dean Court, Houma, Louisiana 70363;

and

Dean Services West, L.L.C., a limited liability company formed under the laws of Louisiana domiciled in the Parish of Terrebonne, State of Louisiana, with its registered office at 310B Dean Court, Houma, Louisiana 70363;

who declared that they did and do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, as follows:

For and in consideration of the transfer to them as hereinafter set forth, **Jacqueline Miles Dean** and **Lynn B. Dean**, do hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto **Dean Services West, L.L.C.** the following described property, to wit:

SEE EXHIBITS A-E ATTACHED HERETO

All less and except those mineral royalties and other proceeds paid under the mineral lease by and between Magnum Producing, Inc., and Lynn and Jacqueline Miles Dean, recorded in the public records of Terrebonne Parish at Conveyance Book No. 2117, page 618, and as subsequently amended. All royalties paid under that lease will continue to be paid to Lynn and Jacqueline Miles Dean for the duration of the lease, whether extended or not.

And, now for and in consideration of this transfer, **Dean Services West, L.L.C.** does hereby grant, bargain, assign, set over, transfer and deliver unto **Jacqueline Miles Dean** and **Lynn B. Dean**, the following:

CERTIFICATE NO. 1
CONTAINING 10,000 MEMBERSHIP UNITS IN **DEAN SERVICES WEST, L.L.C.**

This exchange is made and mutually delivered and accepted by the parties hereto. It is further agreed and understood that the properties exchanged are equal in value.

To have and to hold the above described properties unto said parties, respectively, the one exchanger unto the other, their heirs, successors and assigns forever. All taxes due and exigible at the time of this exchange have been paid by **Jacqueline Miles Dean** and **Lynn B. Dean**. **Dean Services West, L.L.C.** will pay the ad valorem taxes beginning with those due for calendar year 2012.

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The parties hereto waive any conveyance, mortgage, and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith.

THUS DONE AND PASSED at Houma, Louisiana, on the day, date, and year first above written, in the presence of the undersigned competent witnesses who sign their names, with the appearers and me, Notary, after due reading of this act.

WITNESSES:

Cherry Dean
Witness's Signature

Jacqueline Miles Dean
Jacqueline Miles Dean
for herself and
as attorney-in-fact for Lynn B. Dean

Cherry Dean
Witness's Printed Name

Lynn B. Dean
Lynn B. Dean

Sharon M. Williams
Witness's Signature

Alicia Dean Nettles
Dean Services West, L.L.C.
by: Alicia Nettles Dean, Manager

SHARON M. WILLIAMS
Witness's Printed Name

Gregory W. Rome
Gregory W. Rome, Notary Public
LSBA No. 32665
Commission expires at death

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EXHIBIT A

One certain tract of land located in sections 12, 47, 101, & 104, T17S-R17E, Terrebonne Parish, Louisiana, more specifically designated as Tract "A" on that certain map by David A Waitz, dated August 15, 2000, attached to an act of exchange recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1719, folio 666, being a portion of the property shown on that certain map by David A. Waitz, dated August 15, 2000, recorded under entry number 1079163, records of Terrebonne Parish, Louisiana; Said Tract "A" containing 8,538 square feet (0.19 acres) of land is more fully described as follows:

Commencing at a point on the South side of Industrial Boulevard, said point being the Southeasternmost side of Tract "A," and the point of beginning; thence proceed N 81°57'12" W a distance of 212.54 feet to a point; thence proceed N 53°31'31" E a distance of 114.65 feet to a point; thence proceed S 50°21'00" E a distance of 153.41 feet to a point, said point being the point of beginning; said Tract "A" being a triangular shaped tract and is bounded on the Northeast by Industrial Boulevard, on the Northwest by a portion of Lot "E," on the South by by a portion of Lot "D," all according to the above referenced maps; together with all the buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Being the same property acquired by Lynn B. Dean and Jacqueline Miles Dean from Byron E. Talbot, L.L.C., by act of exchange recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1719, folio 666.

EXHIBIT B

All that certain tract of land situated in the Parish of Terrebonne, State of Louisiana, described and designated as Lot "C" of the subdivision of Lot No. One Hundred Ninety-Eight (198) of Crescent Plantation Subdivision containing and comprising an area of seven and 69/100 (7.69) acres; said Lot No. 198 being shown on a plan of Subdivision of Crescent Plantation made by J.C. Waltes, C.E., in July 1923 on file in the Office of the Clerk of Court of said parish; said Lot "C" of said Lot No. 198 made being more fully shown on a plan of subdivision of the said Lot No. 198 made by Joseph F. Villavaso, C.E., dated April 2nd, 1925, said plan being annexed to and made a part of the Act of Sale from Peoples Sugar Company, Inc., to LEopold Matherne executed April 6, 1925 and recorded in COB 82, folio 326 *et seq.*, the original whereof, together with said plan are to be found in Volume No. 117 of Original Acts under Entry no. 1486;

Together with all improvements thereon as well as all rights, ways, privileges, servitudes, advantages and all appurtenances thereunto belonging or in any wise appertaining unto.

Less and except the mineral rights in, on, and under the above described land, subject to the following exception: the surface of the property conveyed may not be used for exploration or production of minerals.

Being the same property acquired by Lynn B. Dean by cash sale executed on May 10, 1990, and recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1235, folio 291.

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EXHIBIT C

First,

Commencing at the conventional northwest corner of Section 12, T17S, R17E thence S 77° 36' 28" E a distance of 1,579.99 feet to the point of beginning;

Thence S 82° 00' 00" E a distance of 439.40 feet to a point;

Thence S 1° 10' 00" W a distance of 328.01 feet to a point along a common line with DEAN;

Thence N 88° 59' 46" W a distance of 436.28 feet to a point along a common line with DEAN;

Thence N 1° 10' 00" E a distance of 381.53 feet to the point of beginning containing approximately 3.5532 acres, more or less. The above described property is more fully shown on a plat prepared by T. Baker Smith a Son, Inc., dated February 16, 1989, revised March 15, 1989, entitled "Survey of Property for Gemoco, Division of Chromalloy American Corporation and Elevating Boats, Inc. in Sections 12, T17S-R17E Terrebonne Parish, Louisiana.

Second,

Commencing at the conventional northwest corner of Section 12, T17S, R17E marked "A"; thence S 22° 27' 39" E a distance of 3,704.86 feet to the point of beginning marked "B";

Thence N 89° 29' 27" W a distance of 464.47 feet to a point;

Thence S 6° 57' 35" E a distance of 294.73 feet to a point;

Thence S 89° 6' 00" E a distance of 188.32 feet to a point;

Thence N 1° 39' 15" E a distance of 48.38 feet to a point;

Thence N 89° 53' 15" E a distance of 234.14 feet to a point;

Thence N 1° 10' 00" E a distance of 247.62 feet to the point of beginning marked "B" containing approximately 2.7457 acres more or less. The above described property is more fully shown as parcel I of Tract III on a plat prepared by T. Baker Smith & Son, Inc. dated June 11, 1986 and revised July 15, 1986 entitled, "D&S Chemical Corporation Subdivision of Tract III Located in Sections 12 & 47, T17S-R17E, Terrebonne parish, Louisiana.

Including all the water bottoms including the land under the slip/canal of the property described as Parcel I of Tract II on the plat of T. Baker Smith & Sons, dated June 11, 1986, revised July 16, 1986.

Being the same property acquired by Lynn B. Dean by act of exchange executed April 27 and 28, 1989, and recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1188, folio 630.

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EXHIBIT D

A certain tract of land, situated in the Parish of Terrebonne, State of Louisiana, being a part of the Crescent Plantation, and described as follows:

Beginning at an iron grate bar, marking corner common to Crescent, Mulberry, and Woodlawn Plantations, also being the Southeast corner of said tract of land; thence N 7° 32' W a distance of 594.5 feet to a point and corner; thence N 88° 45' W a distance of 156 feet to a point within Bayou LaCarpe; thence S 23° W a distance of 388 feet to a point; thence S 1° W a distance of 341 feet to a point and corner; thence N 74° E a distance of 408 feet, to the point of beginning; containing a total of five (5) acres and being the South five acres of Lot 198 of Crescent Plantation Subdivision, Terrebonne Parish, Louisiana, and being In Township 17 South, Range 17 East, as shown on a plan of Joseph F. Villavaso, C.E., July 2, 1924; together with all of the buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

All of the above is more particularly set forth and described as Lot "A" on a map entitled "Map Showing Survey of Lot "A" of the Subdivision of Lot 198 of Crescent Plantation Subdivision in Section 108, T 17 S, R 17 E, Terrebonne Parish, Louisiana," dated January 28, 1986 and prepared by Charles L. McDonald Land Surveyor, Inc.

Being the same property acquired by Lynn B. Dean by sale executed October 8, 1990, and recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1253, folio 139.

EXHIBIT E

A certain tract of land located in Sections 12, 47, 101, 104, T-17-S, R-17-E, Terrebonne Parish, Louisiana and described as follows:

COMMENCING at conventional northwest corner of Section 12, T-17-S, R-17-E; thence S 81° 57' 12" E on and along the section line common to Section 12 and 101, T-17-S, R-17-E and the southerly lot line of Lot E of the Subdivision of Lot 198 of Crescent Plantation Subdivision by Joseph Villavaso, dated April, 1925, for a distance of 424.82 feet to a point on the southerly right-of-way line of Industrial Boulevard (Terrebonne Parish Road Number 18);

THENCE, on and along the southerly right-of-way line of said Industrial Boulevard on an arc to the left having a central angle of 20° 56' 53", a radius of 1,115.68 feet and a distance of 407.90 feet to a point;

THENCE, S 1° 1' 44" W a distance of 430.22 feet to an intersection with the westerly projection of the average centerline of an existing fence;

THENCE, S 88° 59' 46" E on and along said average centerline of existing fence and projection thereof a distance of 1,190.43 feet to its intersection with the average centerline of an existing drainage ditch;

THENCE, N 1° 10' 00" E on and along said average centerline of existing drainage ditch a distance of 328.01 feet to its intersection with the southerly right-of-way line of said Industrial Boulevard;

THENCE, S 82° 00' 00" E on and along said southerly right-of-way line of said Industrial Boulevard a distance of 65.46 feet to its intersection with the westerly property line of Placid Oil Company;

THENCE, S 1° 10' 00" W on and along said westerly property line a distance of 1,585.00 feet to a point;

THENCE, N 88° 50' 00" W on and along Placid Oil Company's northerly property line a distance of 566.17 feet to a point;

THENCE, S 1° 10' 00" W on and along Placid Oil Company and Penrod Drilling Company's westerly property line a distance of 1,441.64 feet to a point;

THENCE, N 89° 29' 27" W a distance of 997.85 feet to a point, said point being on the northeasterly bankline of Bayou LaCarpe;

THENCE, N 31° 27' 33" W on and along said northeasterly bankline a distance of 115.81 feet to a point;

THENCE, N 26° 02' 03" W on and along said northeasterly bankline a distance of 238.30 feet to a point;

THENCE, N 27° 12' 39" W on and along said northeasterly bankline a distance of 134.06 feet to a point;

THENCE, N 29° 47' 19" W on and along said northeasterly bankline of Bayou LaCarpe a distance of 79.21 feet to a point, said point being on the southwesterly edge of an existing bulkhead;

THENCE, N 27° 17' 13" W on and along said southwesterly edge of bulkhead a distance of 206.42 feet to a point;

THENCE, N 8° 37' 15" W on and along said southwesterly edge of bulkheads a distance of 521.96 feet to a point;

THENCE, N 4° 56' 31" W on and along said southwesterly edge of bulkhead a distance of 17.76 feet to a point, said point being on the southerly lot line of Lot "A" of the Subdivision of Lot 198 of Crescent Plantation by Joseph

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Villavaso, dated April, 1925, said point also being on the Section line common to Sections 47 and 104, T-17-S, R-17-E;

THENCE, N 72° 16' 47" E on and along said southerly lot line and section line a distance of 350.96 feet to a point, said point being at the southeast corner of said Lot "A" and the section-corner common to Sections 12, 47 and 104, T-17-S, R-17-E;

THENCE, N 8° 29' 12" W on and along the easterly line of said Lot "A" and the section line common to Sections 12 and 104, T-17-S, R-17-E, a distance of 601.89 feet to a point, said point being at the corner common to Lot "A" and Lot "B" of the said Subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, N 89° 442' [sic] 12" W on and along the Lot line common to Lot "A" and Lot "B" and the projection thereof a distance of 103.08 feet to its intersection with the southwesterly projections of the average northeasterly bankline of Bayou LaCarpe;

THENCE, N 2° 31' 54" E. on and along the average projection of the northeasterly bankline of Bayou LaCarpe a distance of 133.31 feet to a point;

THENCE, N 24° 49' 13" W on and along said southwesterly edge of an existing bulkhead a distance of 192.05 feet to a point, said point being on the lot line common to Lots "B" and "C" of said subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, N 84° 6' 18" E along the lot line common to said Lots "B" and "C" a distance of 130.53 feet to a point being on the section line common to Sections 12 and 104, T-17-S, R- 17-E;

THENCE, N 8° 29' 12" W on and along said common section line a distance of 962.56 feet to a point, said point being at the corner common to Lot "C" and Lot "D" of said Subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, S 52° 30' 41" W on and along the lot line common to Lot "C" and Lot "D" a distance of 682.15 feet to its intersection with the southwesterly edge of an existing bulkhead;

THENCE, N 47° 9' 10" W on and along said southwesterly edge of existing bulkhead a distance of 47.34 feet to a point;

THENCE, N 45° 14' 3" W on and along said southwesterly edge of existing bulkhead a distance of 162.74 feet to a point;

THENCE, N 45° 41' 22" W on and along said southwesterly edge of bulkhead a distance of 2.32 feet to a point; said point being on the lot line common to Lot "D" and Lot "E" of said Subdivision of Lot 198 of Crescent Plantation Subdivision;

THENCE, N 53° 31' 31" E on and along the lot line common to Lot "D" and Lot "E" of said Subdivision of Lot 198 of Crescent Plantation Subdivision a distance of 820.98 feet to a point; said point being the point of beginning and containing an area of 110.2759 acres, more or less.

The above described Tract is more fully shown on a plat prepared by T. Baker Smith & Son, Inc. titled "Chromalloy American Corporation, Chromalloy Natural Resources Division, Survey of Property in Sections 12, 47, 101 and 104, T-17-S, R-17-E, Terrebonne Parish, Louisiana" dated July 16, 1980, revised July 24, 1980.

Together with all buildings and improvements thereon and all rights, ways, servitudes and privileges thereunto belonging or in anywise appertaining, including all ownership rights and privileges to the buildings constructed and/or owned located on adjacent leased properties and specifically including that building on the leased property known as the Ellender property shown as Lot A on the plat to the extent these rights are enjoyed by the vendor.

Being the same property conveyed to Lynn B. Dean by Dean Boats, Inc. by act executed March 31, 1989, and recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1184, folio 741.

Less and Except

I.

A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, located in Section 12, T-17-S, R-17-E and being more particularly described in part in a map made by Douglass S. Talbot, R.L.S. dated June 15, 1981, the latest revision being July 13, 1981, and in part by a lot line adjustment approved and accepted by the Terrebonne Regional Planning Commission March 1, 2012. The tract is more particularly described as follows:

Commencing at the conventional northwest corner of Section 12, T17S, R17E, thence S 73° 29' 37" E a distance of 765.83 feet to a point; thence along a curve to the left having a delta of 2° 54' 14", radius of 1,115.68 feet, arc-length of 56.54 feet, and a tangent of 28.28 feet to a point; thence S 01° 01' 44" E a distance of 480.23 feet to a point; thence S 88° 59' 46" E a distance of 556.50 feet to a point; thence S 1° 00' 14" W a distance of 407.31 feet to the point of beginning;

Thence S 89° 02' 03" E a distance of 188.66 feet;

Thence S 2° 26' 26" E a distance of 857.87 feet;

Thence N 88° 52' 17" W a distance of 110.47 feet;

Thence S 1° 07' 43" W a distance of 292.62 feet;

Thence N 88° 27' 07" W a distance of 439.62 feet;

Thence S 4° 46' 27" W a distance of 60.92 feet;

Thence S 86° 44' 58" W along an existing chain link fence to the right-of-way of Dean Court;

Thence N 1° 00' 08" E a distance of 1243.19 feet;

Thence S 89° 48' 55" E a distance of 115.41 feet;

Thence S 27° 42' 39" E a distance of 26.06 feet;

Thence S 89° 02' 03" E a distance of 416.16 feet to the point of beginning,

Said property containing approximately 19.813 acres, together with bulkheading, mooring dolphins, oxygen, propane, compressed air, water and electrical service lines and all improvements thereon and property functionally related and subordinate to said property.

II.

Once certain lot or portion of ground, together with all improvements thereon as well as all rights, ways, privileges, servitudes, advantages and all appurtenances thereunto belonging or in any wise appertaining, located in T17S R17E, section 12, in the Parish of Terrebonne, according to a survey of revised lots by Kenneth L. Rembert, Surveyor, dated February 7, 2012, and attached hereto. The lot is identified on that survey as Revised Lot 2.

Commencing at the southwest corner of Revised Lot 4, then proceeding S 1° 00' 08" W a distance of 443.93 feet to the point of beginning; thence S 1° 00' 08" W a distance of 271.92 feet; thence S 88° 26' 28" W a distance of 87.07 feet; thence S 88° 58' 29" W a distance of 250.60 feet; thence N 2° 44' 10" E a distance of 91.62 feet; thence N 5° 58' 19" E a distance of 20.14 feet; thence N 18° 49' 16" E a distance of 48.77 feet; thence

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N 89° 27' 17" E a distance of 140.73 feet; thence N 79° 36' 34" E a distance of 79.83 feet; thence N 57° 45' 57" E a distance of 59.33 feet; thence N 41° 39' 40" E a distance of 55.02 feet; thence N 23° 30' 01" E a distance of 35.49 to the point of beginning. The lot contains approximately 1.322 acres.

Being part of the same property acquired by Jacqueline Miles, wife of, and Lynn B. Dean from Dean Boats, Inc., by act executed on March 31, 1989, and recorded at C.O.B. 1184, folio 741 in the public records of Terrebonne Parish.

III.

Commencing at the conventional northwest corner of Section 12, T17S, R17E, thence S 73° 29' 37" E a distance of 765.83 feet to the point of beginning;

Thence along a curve to the left having a delta of 2° 54' 14", radius of 1,115.68 feet, arc-length of 56.54 feet and a tangent of 28.28 feet to a point;

Thence S 1° 01' 44" E a distance of 480.23 feet to a point along a common line with GEMOCO;

Thence S 88° 59' 46" E a distance of 556.50 feet to a point along a common line with GEMOCO;

Thence S 1° 00' 14" W a distance of 407.31 feet to a point;

Thence N 88° 59' 46" W a distance of 416.16 feet to a point;

Thence N 27° 40' 22" W a distance of 395.05 feet to a point;

Thence N 0° 19' 56" E a distance of 549.57 feet to the point of beginning, containing 5.4983 acres, more or less. The above described property is more fully shown on a plat prepared by T. Baker Smith & Son, Inc. dated February 16, 1989, and revised March 15, 1989, entitled "Survey of Property for Gemoco, Division of Chromalloy American Corporation and Elevating Boats, Inc. in Section 12, T17S-R17E Terrebonne Parish, Louisiana."

Being part of the same property acquired by Jacqueline Miles, wife of, and Lynn B. Dean from Dean Boats, Inc., by act executed on March 31, 1989, and recorded at C.O.B. 1184, folio 741 in the public records of Terrebonne Parish.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TERREBONNE

**Durable
Power of Attorney**

By:

Lynn B. Dean

In Favor of:

Jacqueline Miles Dean

BE IT KNOWN that on the 1st day of December, 2010, before me, Gregory W. Rome, a notary public duly qualified in and for the above stated same state and parish, and in the presence of the named and undersigned competent witnesses, personally appeared **Lynn B. Dean** ("principal"), a person over the age of the majority and a resident of Terrebonne Parish, Louisiana, whose permanent mailing address is **3406 Dean Court, Houma, LA, 70363**. He declared under oath that he has been married but once and then to **Jacqueline Miles Dean**, from whom he has never been separated or divorced and with whom he currently lives or resides. And he further declared that he appoints **Jacqueline Miles Dean** ("agent") to be his agent and attorney-in-fact with full power and authority to act for, in the name of, and on behalf of principal, and to do all acts necessary or deemed appropriate by agent in representing principal, including but not limited to the following:

1. *Business and Affairs.* To conduct, manage, and transact the business and personal financial matters of principal, of every nature and kind without exception; to bind principal as surety for any obligation.
2. *Correspondence.* To open and read all letters, telegrams, cablegrams, facsimiles, electronic mail, and other correspondence addressed to principal and to answer same in principal's name.
3. *Banking.* To make, endorse, accept, and to pay promissory notes, drafts, and bills of exchange; to sign checks drawn on and to draw money out of any bank, homestead, or other financial institution or other account in which funds may be on deposit in the name of or for the account of principal; to deposit checks, drafts, and bills of exchange in any account standing in the name of principal; to deliver to any bank or other financial institution any promissory notes or other instruments for collection; to open, manage, operate, renew, or close any account at any bank or financial institution in the name of principal; and to deposit or withdraw all or part of the funds, including certificates of deposit, checking, savings, money market, or any other type of account or any Treasury notes or bills, with the preceding being illustrative and not limiting the generality of this power.
4. *Securities.* To sell, purchase, and transfer shares of stock, bonds, or any other securities of any corporation or any other legal entity, whether private or public and whether registered in the name of the principal or not, and to receive and take receipt for the sale price of the securities; to receive and take receipt for all dividends, coupons, or other distributions due or to become due on the same; to deliver, pledge, and pawn the shares of stocks or bonds; to attend meetings of the stockholders of any corporation or holders of any securities of any legal entity in which principal may be interested and to vote in the name of principal on all

Williams & Rome, L.L.C. • Attorneys at Law • Chalmette, Louisiana

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questions and matters that may be submitted or considered at such meeting; to receive all documents and notices; and to exercise all rights and fulfill all obligations of principal regarding any security of any type, value, or nature. For the purposes of this paragraph, a membership or management interest in a Limited Liability Company constitutes a security of a legal entity.

5. *Loans.* To borrow money in principal's name from any bank or other financial institution; to make, issue, and endorse any promissory note in the name of principal, and to renew the same from time to time; to deliver, pledge, and pawn the same; and to waive and renounce any prescription accrued on the same.
6. *Property – Sale, Purchase, Lease, Mortgage, Pledge.* To alienate, acquire, sell, swap, donate, mortgage, encumber, pledge, purchase, lease or grant servitudes pertaining to immovable (real) or movable (personal) property, although not described in this instrument (as permitted by La. Civil Code art. 2996), on such terms and conditions as determined by agent and to execute such documents to effect such acts and receive or pay amounts pursuant to such acts.
7. *Property – Mineral Rights.* To execute mineral leases and other contracts, including utilization and pooling agreements, for the exploration and development of oil, gas, salt, sulfur, and other minerals in and under any property of principal or in which principal may have an interest, on such terms and conditions and for such consideration as agent may deem proper, and to receive and take receipt for the bonuses, rents, and proceeds of the same; to execute mineral and property deeds or leases either selling, buying, or leasing minerals or royalty rights; and to execute all division orders or other agreements of every nature and kind in connection with or relative to the acts.
8. *Judicial Proceedings.* To appear before all courts in connection with any claims and to prosecute, defend, or compromise and settle the same by agreement, arbitration, or otherwise; to accept service of process on behalf of principal; to sign all pleadings and do all things necessary; to obtain writs of attachment, sequestration, and injunction; and to take appeals and, in any such instances, to furnish and sign on behalf of principal the requisite security bonds.
9. *Successions.* To represent principal judicially and otherwise, whether as heir, legatee, creditor, executor, administrator, or otherwise, in all successions or estates in which principal is, may be, or may become interested; to accept or renounce the same; to apply for the administration of the succession or estate and to demand, obtain, and execute all orders, decrees, and tax returns as agent may deem proper; and to settle, compromise, and liquidate principal's interest in the same and to receive and take receipt for all property and effects to which principal may be entitled in respect of the successions or estates.
10. *Agents and Proxy.* To act for principal and be principal's substitute in all instances in which principal has been or may be appointed the agent of others; and to vote proxies of others issued in the name of principal and to execute proxies in favor of others to vote in the name of principal.
11. *Claims.* To demand, obtain, recover, and take receipt of amounts of money, goods, properties, and effects to which principal is now or may be in the future entitled; and to that end, to compromise and adjust all accounts and other obligations and to give full and sufficient discharge and acquittance for the same.
12. *Creditors' Meetings.* To attend meetings of creditors in which principal may be interested and to vote in principal's name on all questions and matters that may be submitted to or considered at such meetings.
13. *Donations.* To donate any asset of principal to any person under any terms and

conditions determined by agent.

14. *Tax Returns and Related Matters.* To file any United States, Louisiana, or other tax returns (including, but not limited to, income tax returns); to apply for extensions of time to file tax returns; to file elections related to tax matters; to represent the principal in connection with any matter relating to any taxes; to grant powers of attorney to any authorized representative relating to tax matters; and to take any action relating to taxes, including, but not limited to, taxes of the United States and the State of Louisiana.
15. *Medical Decisions.* To make any and all medical decisions related to treatment of the physical and/or mental health of the principal, including, but not limited to, consulting with and granting authorization to hospitals, doctors, nurses, and other medical personnel to take appropriate action regarding the physical and/or mental health of the principal, and to appoint one or more physicians to examine the principal when required by principal's agreement to determine if principal is mentally or physically capable to perform those activities and functions that are conditioned by principal's agreement on principal's physical or mental health. This authority does not authorize agent to make decisions related to withholding life sustaining support measures as defined in La. Rev. Stat. §§ 40.1299.58.2, *et seq.*, or to consent to the commitment of principal to an institution of mental health without following the procedures prescribed by La. Rev. Stat. Ann. §§ 28.1, *et seq.*
16. *Insurance.* The exercise any right, option, or privilege available to principal regarding any policy of insurance of any type, including life insurance or annuities, and including but not limited to, the right to surrender the policy; to make a policy loan; to make a claim; to receive payment on any claim; to elect settlement or disbursement options; to receive any check or draft; and to endorse, collect, and receive the proceeds of same.
17. *General.* To do and perform each and every other act, matter, or thing as may be appropriate in agent's discretion as if such act, matter, or thing were or had been particularly stated in this instrument.
18. *Liability of Agent.* Agent will be liable only for breach of duty to principal committed in bad faith. Principal will indemnify agent and hold agent harmless for all reasonable costs, fees, and expenses regarding all matters in this contract, legal actions brought by or against the agent for which agent is not liable within the standard specified in this section.
19. *Limitation of Authority.* Anything herein to the contrary notwithstanding, this power of attorney shall be construed and the authority herein granted shall be limited so that:
 - 19.1. None of the above income earned or attributable to the properties covered by this power of attorney shall be taxed to the agent; and
 - 19.2. The properties covered by this power of attorney shall not be included in the gross estate of agent or taxed in agent's estate as a general power of appointment as said term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended. In this regard, no power created herein shall be exercisable by any agent in its own favor, or in favor of the agent's estate, the agent's creditors or the creditors of the agent's estate.
20. *Reliance.* This power of attorney may be filed and recorded with the Clerk of Court for Terrebonne Parish and registered in the conveyance records, and will remain in effect as to third persons dealing with the agent until either the power or substitute power of attorney is revoked by notarial act and recorded as set forth


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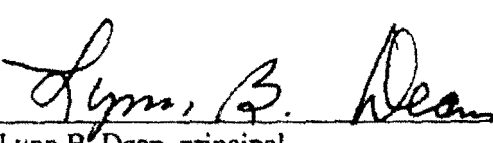
above, or the third person receives written notice of revocation, whichever occurs first. If any party who relies on this power of attorney delivers written notice to the principal, this power of attorney will remain in effect until the party receives written notice of revocation, notwithstanding recordation of revocation as stated above.

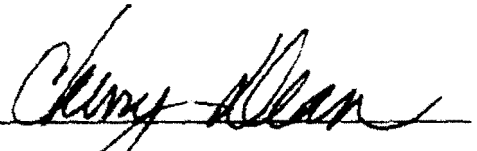
21. *Durability.* The agency created by this power of attorney shall be "durable" and will not terminate in the event of principal's incapacity, disability, or other condition that makes an express revocation of the mandate impossible or impractical, all as provided by La. Civ. Code article 3026.

THUS DONE AND PASSED in duplicate original, on the day, month, and year first above written, in the presence of the undersigned competent witnesses who have signed there names together with principal, agent, and me, notary.

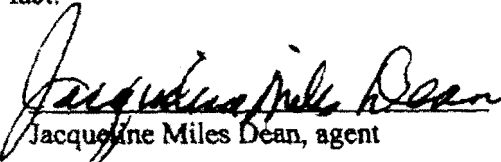
Witnesses:


DOUGLAS DEAN
Print Name

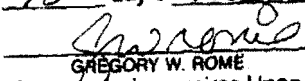

Lynn B. Dean, principal

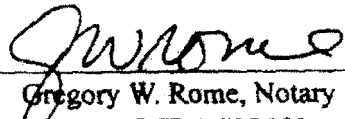

Cherry Dean
Print Name

The undersigned accepts the appointment created by this power of attorney to act as principal's true and lawful agent and attorney-in-fact.


Jacqueline Miles Dean, agent

Williams & Rome, L.L.C. • Attorneys at Law • Chalmette, Louisiana

St. Bernard Parish, State of Louisiana
I certify this to be a complete, exact and true copy of the original document. Certified this
15th day of August 2012

GREGORY W. ROME Notary Public
My commission expires Upon Death


Gregory W. Rome, Notary Public
LSBA #32665
My Commission is for Life.

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